



**Facilities Management Anchorage
Lawn Care and Snow Removal**

**INVITATION TO BID
24-33-211985**

APRIL 11, 2024



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501

April 11, 2024

INVITATION TO BID
24-33-211985

FACILITIES MANAGEMENT ANCHORAGE
LAWN CARE AND SNOW REMOVAL

Response Required: This page must be completed and returned ensuring receipt of future addenda or additional information. Please email this form to ThompsonC@akrr.com all addenda will be forwarded to the contact name and number listed below.

Firms that have not returned this cover sheet will not be informed of addenda and will only be alerted to addenda by checking with the ARRC procurement officer or by checking ARRC's internet site: www.akrr.com, select Suppliers and then Solicitations. Bidders must acknowledge the receipt of all issued addenda in their proposal/bid submittal.

Company _____

Address _____

Contact _____

Phone _____ Fax _____

Email _____

www.AlaskaRailroad.com

(THIS IS NOT AN ORDER)

INVITATION TO BID NUMBER: 24-33-211985

FACILITIES MANAGEMENT ANCHORAGE LAWN CARE & SNOW REMOVAL

DATE OF INVITATION TO BID: March 18, 2024

ALASKA RAILROAD CORPORATION
CONTRACTS SECTION
327 W SHIP CREEK AVE
ANCHORAGE, ALASKA 99501
ATTENTION: C. LEE THOMPSON (907) 265-2355
CELL. NUMBER (907) 854-3141
ThompsonC@akrr.com

SEALED BIDS WILL BE RECEIVED AT:

**Alaska Railroad Corporation
Attn. C. Lee Thompson
327 W. Ship Creek Avenue,
Anchorage, Alaska 99501**

**Offers will be received until 3:00 pm local time on MAY 14th, 2024.
At which time bids will be publicly opened.**

IMPORTANT

PRE-BID/Site Visit Conference: A Pre-Bid Conference and Site Visit is scheduled for **April 30th, 2024 at 10:00 AM** at the AKRR General Office Building (GOB) 327 W. Ship Creek Ave. 99501. Please dress appropriately for weather and safety. At 10:00 a.m. sharp we will convene in the Lobby of the GOB 327 W. Ship Creek Ave. It is not mandatory that offerors attend the pre-offer conference. However, it is advised that all interested offerors attend. No other site inspection will be scheduled.

A bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. **EXPECTED START DATE OF CONTRACT IS June 1st, 2024.**

The Alaska Railroad Corporation ("ARRC") is soliciting bids from interested parties to perform lawn care and snow removal services as specified herein. Interested parties are invited to submit a bid to supply said items to ARRC. Bids must be submitted on the bid form contained herein and must be mailed or delivered to the above address. Bids received via facsimile transmission will be considered non-responsive. The bid shall be in a sealed envelope with the bid number 16-11-204750 clearly printed on the face of the envelope. Bids must be complete and in U.S. dollars. See instructions and conditions enclosed herein.

ARRC reserves the right to reject any and all bids, or any part thereof, negotiate changes in bids, accept any bids or any part thereof, waive minor informalities or defects in any bids, and not to award the proposed contract if it is in the best interest of the ARRC.

An Alaska Business license is not a prerequisite to bid. Bidders who possess an Alaska Business license and also meet the other criteria of an Alaska Bidder shall receive a preference per the "Alaska bidder preference".

ARRC shall not be held responsible for bidder's lack of understanding of what is required by this bid. Should a bidder not understand any aspect of this bid, or require further explanation, or clarification regarding the intent or requirements of this bid, it shall be the responsibility of the bidder to seek guidance from the ARRC.

ARRC may award a contract resulting from this solicitation to the responsive offeror whose offer conforming to this solicitation will be the most advantageous to the ARRC. ARRC may reject any or all offers if such action is in the best interest of ARRC, and waives informalities and minor irregularities in offers received. Any resulting contract from this solicitation shall incorporate the Standard Instructions, and General Terms and Conditions incorporated in this solicitation.

This solicitation is not to be construed as a commitment of any kind nor does it commit the ARRC to pay for any costs incurred in the submission of an offer or for any other incurred cost prior to the execution of a formal contract

BIDDER/VENDOR TERMS AND CONDITIONS: PROSPECTIVE BIDDERS ARE CAUTIONED TO PAY PARTICULAR ATTENTION TO THIS CLAUSE. Bidder/contractor-imposed terms and conditions which conflict with this Invitation to Bid terms and conditions are considered counter offers and, as such, will cause the Alaska Railroad Corporation to consider the bid non-responsive.

If a bidder attaches additional terms and conditions as part of the bid, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions of this Invitation to Bid and the terms and conditions of the bidder/contractor, the terms, and conditions of the Invitation to Bid will prevail.

ARRC Disadvantaged Business Enterprise (DBE) Program: ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by the Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA). The ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, the ARRC aspires to achieve an overall DBE participation of 4.0% in federal fiscal years 2022-2024 on contracts funded by agencies within the U.S. Department of Transportation. If this contract is funded in whole or in part by funds from the FTA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.



The Alaska Railroad is a member of Green Star (<http://www.greenstarinc.org/>). ARRC earned an initial Green Star Award in 1994 and a Green Star Air Quality Award in 2007. The Alaska Railroad considers Green Star membership to be a positive business attribute, and regards a Green Star award as a tangible sign of an organization's commitment to environmental stewardship and continual improvement within its operations.

Please direct all responses and/or questions concerning this invitation to bid to Lee Thompson, Alaska Railroad Corporation, Supply Management, 327 W. Ship Creek Avenue, Anchorage, AK 99501, telephone number 907-265-2355, email address ThompsonC@akrr.com. Questions must be submitted in written form prior to May 8th, 2024. Questions submitted after that date will not be accepted.

Sincerely,

C. Lee Thompson

Contract Administrator
Alaska Railroad Corporation

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ATTACHMENTS:	MAP/ADDRESS OF BUILDINGS BOUNDARIES (3 Each)

SUBMITTALS:

REQUIRED FOR BID. Bids will not be considered if the following documents are not completely filled out and submitted at the time of bidding:

1. Service Bid Form - [Appendix F]
2. Cost Schedule - [Appendix H]
3. Contractors Responsibility Questionnaire - [Appendix C]
4. Business License, Contractors License & other related State certifications or registrations (if any)
5. Quality Control Programs [Appendix D]
6. Personnel Roster [Appendix E]

REQUIRED FOR AWARD. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. Certificate of Insurance - [from Insurance Carrier]
2. Service Contract and Notice to Proceed (ARRC Generated)

ALASKA BIDDERS' PREFERENCE

1. **ALASKA BIDDER PREFERENCE:** Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection.

2. **ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference and is a qualifying entity as defined herein, they will be awarded an Alaska 6 veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public. In order to receive the Alaska Bidder Preference and/or Alaskan Veteran Preference, the bid must also include a statement certifying that the bidder is eligible to receive said preferences. The application of preferences is for bid evaluation purposes only.

APPENDIX A

SPECIFIC NOTICES AND INSTRUCTIONS

The Alaska Railroad Corporation (ARRC) proposes to award contract to procure the services of firms to provide, lawn care, and snow removal for ARRC Anchorage based facilities. The goal of this work is to insure a safe and well maintained outdoor environment year round for employees, tenants, contractors, and guests which work in and visit the contracted areas.

For the purpose of this contract, facility locations will be as follows:

Areas of Service

1. General Office Building (GOB): 327 W Ship Creek Ave.
2. Anchorage Historic Depot (AHD): 421 W 1st Ave.
3. C Street Sidewalk: West side of North C St.
4. Freight Shed (B-16) and South East Parking Lot: 161 E 1st Ave.
5. Police and Security Building (ARPD): 320 W 1st Ave.
6. Anchorage Operations Center (AOC): 825 Whitney Rd.
7. Signal and Telecom Building (S&T): 1224 Whitney Rd.
8. Ship Creek Plaza (PLZ): SE corner of Ship Creek Ave and North C St.
9. Ship Creek Parking Lots: South side of Ship Creek Ave. across from the Comfort Inn
10. Aramark Lawn: NE corner of Ship Creek Ave and North C St.
11. Bill Sheffield Depot (BSD): 4980 W International Airport Rd.
12. Depot Dr maintenance

Please note attached Map for boundaries.

COMPLIANCE WITH LAWS AND SAFETY REGULATIONS: Contractor agrees that in the performance of this contract it will comply with the requirements of all applicable Federal, State and local statutes, regulations and orders and will indemnify and save ARRC harmless from any claim, loss or damage arising from Contractor's alleged violation of them.

APPLICABLE LAW: This contract, and all questions concerning the capacity of the parties execution, validity (invalidity) and performance of this contract, shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alaska.

ASSIGNMENTS: Contractor shall not assign all or any part of this Contract or any of its rights hereunder without the prior written consent of ARRC. No assignment by Contractor, with or without ARRC's consent, shall relieve Contractor from its responsibility for performance of this contract. Subject to the foregoing restriction on assignments by Contractor, this contract shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. If Contractor is composed of more than one person and entity, each person and entity shall be jointly and severally liable under this contract.

TERMINATION AT OPTION OF ARRC: ARRC at its option may terminate this contract in whole or in part by 30 day written notice to Contractor. Upon termination, ARRC shall pay Contractor only for direct expenditures of work specifically identified to this contract (in no event shall ARRC be liable for incidental, consequential, or punitive damages, overhead or other direct or indirect costs, or lost profits). Payments made under this paragraph shall not exceed the contract price.

TERMINATION FOR DEFAULT OF CONTRACTOR: If Contractor, (a) refuses or fails to make timely delivery as specified in this contract or in any shipping release to Contractor, or (b) fails to perform any other provisions of this contract and does not cure such failure within a period of ten (10) days after receipt of notice from ARRC specifying such failure, ARRC may, at its option, terminate in whole or in part this contract.

HOLIDAYS: The Alaska Railroad Corporation (ARRC) observes ten (10) holidays per year at which time the business offices are closed; however, some services performed by the railroad are functional every day. These areas will need to have the work completed 7 days a week to remain operational.

Listed below are the holidays that are observed by ARRC:

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 12
Thanksgiving Holidays	Fourth Thursday and Friday in November
Christmas	December 25

APPENDIX B

DEFINITIONS/SCOPE OF WORK

The following definitions are used throughout this bid and ensuing contract(s). Meanings shall be as follows.

- 1.1 Contractor: The company or entity set forth and named as the person of firm of this contract and, where the context so references, shall include its employees and/or agents.
- 1.2 Contractor's Project Manager ("P.M."): The person appointed by the Contractor who shall have the full authority to act for the contractor in regards to all matters.
- 1.3 Contractor's Project Supervisor ("PS"): The designated person appointed to act with certain authority as delegated by the Project Manager. This is a required position and is not to be the same as the P.M. so that they may act as a back up in case the P.M. is not available. Contact information for this person is to be on file with the MFC.
- 1.4 Contractor's Service Employees: Any person engaged by the Contractor to perform services as described in this agreement and who shall be so supervised by the contractor or his designated project managers or manager's representative.
- 1.5 Manager of Facilities Contracts (MFC): The ARRC Facilities Department representative managing the contract on a day to day basis.
- 1.6 Contracting Officer ("C.O."): The designated person duly authorized to enter into, administer change orders, or terminate contracts on behalf of ARRC

SCOPE OF WORK AND PERFORMANCE SCHEDULE

2.1 Scope of Work: The Contractor shall furnish all labor, materials, supplies, supervision, equipment and other items or services necessary to perform the work as defined in these specifications to the satisfaction of the ARRC. The Contractor must comply with all applicable Federal and State labor wage and hour, safety and associated laws which have a bearing on the services provided.

2.1.1 Work Experience: A minimum of three (3) similar contracts will be required for bids to be considered responsive to this ITB. Please provide us with a minimum three (3) current or previous contractual commitments (include name, phone, and e-mail number of contact person) similar to ARRC's requirements so that performance can be verified prior to contract award.

2.1.2 Period of Performance:

The performance period of this contract shall be from June 1, 2024 until May **31 2026**. (two years)

The period of performance hereunder may be extended by ARRC at its option and mutual agreement by both parties for three (3) additional one-year terms. The total duration of the contract shall not exceed five (5) years.

Price Escalation: Any proposed price change must be submitted in writing for ARRC's approval not less than thirty (30) days before it is scheduled to become effective. ARRC reserves the right to require Contractor's written justification of any proposed price increase and notwithstanding the termination clause set forth elsewhere herein, to terminate this agreement in whole or in part without prejudice to either party if it concludes that such price change is unacceptable.

2.2 CONTRACTOR PERSONNEL

2.2.1 Employee Acceptability: The Contractor's employees shall be capable and experienced in the work performed under this contract. They shall have current licenses or certifications needed before they operate equipment. They shall be honest, professional, punctual, and dependable of character; clean and neat in appearance; and free of communicable disease.

2.2.2 Employee Age: All contractor employees that work on ARRC property shall be at least eighteen (18) years of age.

2.2.3 Grounds for Dismissal: The Contracting Officer may, in writing, require the dismissal of any employee performing work under this contract who is deemed incompetent, insubordinate, or otherwise objectionable, or whose continued employment is deemed contrary to public interest or inconsistent with the best interest of the ARRC.

2.2.4 Communication: The PM and PS must be fluent in both the written and spoken English language. All contractor employees must be fluent enough in the English Language to understand safety and security signs and verbal directions.

3.1 YEAR ROUND MAINTENANCE

3.1.1 The contractor shall monitor the areas under this contract and collect and dispose of miscellaneous debris, garbage and other litter, junk or scraps. They shall also monitor for safety concerns and remedy them if under the contract or report them to the MFC.

3.1.2 The PM or PS shall arrange for daily visits to the area to be sure the work under this contract is being performed properly and any safety items have been mitigated.

3.2 LAWN CARE

During the summer months (Apr – Sept), the contractor shall be responsible for the following:

3.2.1 The contractor shall provide a spring and fall clean up/ seasonal preparation which will consist of at least one site visit in before May 15th and one after September 15th. The site visits will entail the removal and disposal of all debris that has accumulated (leaves, trash, dead plant debris, etc.); any fertilizing and seasonal preparations which are industry standard shall happen at this time also; and repairing of beds, parking bumpers, signs, etc. which have been knocked or bumped out of place.

3.2.3 Grass and weeds will be controlled with suitable herbicides or by hand in all gravel, mulch, ornamental stone, and paved areas. Should any weeds remain after being treated with herbicide, the dead weeds shall be removed by hand.

3.2.6 The contractor is responsible for watering all areas to maintain healthy growth as needed but no less often than once a week if no rain has fallen. This may be done with sprinklers or water trucks.

3.2.7 All grass shall be mulched unless specific permission to bag is given. Grass areas shall be thatched and aerated as needed to help water, air and nutrients to reach roots

3.2.8 Grass shall be fertilized weather permitting during the first two weeks of May, the first two weeks of July and the last two weeks of September. Fertilizing will also be required more often to maintain a healthy pH level.

3.2.9 On a weekly basis the Contractor will be responsible for:

- Mowing all turf areas so that grass is a uniform height and does not exceed 2". (If enough rain falls to make turf soggy, mowing may be postponed until turf has a chance to dry)
- Walk around the property to pick up all trash
- Keep all areas free of weeds
- Edging will be done along walkways and curbs or wherever a power edger can be used
- Blowing or sweeping leaves and clippings out of all bushes, rock beds and bark chip beds, sidewalks and pavement.
- Raking up and hauling away all trash, leaves, and debris
- All outdoor trash receptacles and cigarette urns shall be emptied and liners replaced.

3.2.10 Lawn care not under the scope of work:

- Adding or providing bark and mulch to beds
- Removing entire dead plants, shrubs, trees, etc.
- Planting flowers, trees etc.
- Adding, adjusting or removing beds.

- Hydro seeding or laying sod and extra work to promote the new growth

3.3 SNOW REMOVAL AND ICE MITIGATION

During the winter months (The first snow fall/ice mitigation in the fall – the last snow fall/ice mitigation in the spring), the contractor shall be responsible for the following:

3.3.1 Prior to the winter season, the contractor will visit all site locations with the MFC to inspect the lay of the site, identify areas or concern, and plan for snow storage.

3.3.2 Contractor is responsible for installing marker stakes to identify roadway edges, curbs, grass areas, plant material, manhole covers, fuel fill caps, parking lot drains, above ground utility equipment, parking bumpers, or any area that may not be identifiable during a snow storm. Markers will be uniform, the tops marked with a highly visible paint or reflective tape, and high enough not to get covered by snow. They shall be installed by October 15th and removed by April 30th.

3.3.3 The Contractor is responsible for locating fire lanes, handicap ramp entrances, curb cuts, parking lot drains and plant material. Snow will not be stored in these areas. The storage of snow from a heavy snow should be, whenever possible, stored next to an open drain or on the low side of the parking lot to reduce freezing run off. Storage areas must be approved by the MFC.

3.3.4 The contractor shall be responsible for daily morning visits to ensure that ice has been mitigated; areas are well cleared and safe to walk on; driveways and entrances are clear of snow berms; and to remove any trash or debris.

3.3.5 Snow removal is to be performed when snow accumulation is 1” or greater on the sidewalks or the parking areas unless other wise noted in the Site Specific Terms (Section 4.1).

3.3.6 Snow removal is to happen so that the snow is as clear as possible at 6 AM at all sites and at 7 AM at the GOB and the AHD. Contractor shall be responsible for repeat visits to clear the snow so that it never exceeds 1” on the sidewalks, ramps, and steps during the day. Snow is to be cleared in all the corners, edges, and around all poles. Please note different snow depths for the GOB and AHD in Section 4.1

3.3.7 The contractor shall be responsible for ice mitigation by applying deicer to walkways and parking lots as needed. Mitigation is considered needed so that walkways, parking areas, entries, etc. are either free of ice or covered with enough deicer solution to create a non slick surface. The contractor is to supply all deicer which is defined as sand/gravel, salt, or an approved deicing agent. The contractor shall monitor the areas daily and apply deicer to icy areas. Contractor shall also respond in a timely manner to callouts to mitigate icy areas.

3.3.8 Caution must be taken when plowing or spreading sand during business hours. In no case shall vehicles be plowed in or deicer spread when pedestrians are within range. Contractor must adjust spreader so that deicer will not hit vehicles, grass or landscape plants nearby. If deicer is put out by hand it shall not be put on grass or plant areas.

3.3.9 Sidewalks are to be cleared by hand or with small machines. No driven vehicles are to be on the side walks unless written permission is given by the ARRC. Care is to be taken so grass and other vegetation is not damaged by snow removal or ice mitigation. Any damage is the responsibility of the contractor.

3.3.10 Contractor is responsible for providing barricades flagmen and/or tailing vehicle with emergency lights when removing snow or ice in heavy traffic areas. The closing off of streets or parking lots will be first approved by the Alaska Railroad and MOA (if needed). All signage will be the responsibility of the contractor.

3.3.11 Parking lots occupied by vehicles during a snow storm shall have the parking lot through ways and driveways cleared to allow for egress of vehicles. Contractor shall also shovel around parked vehicles which are parked over night. The contractor shall monitor for berms and is responsible for removing the promptly. The contractor is responsible for identifying sites with parking bumpers and to use caution while removing snow near them to prevent damage. The contractor is responsible for any damage.

3.3.12 No contractor equipment or personnel are to be with in 10' of the track at any time. No snow piles are to be with in 10' of the track.

3.3.13 The contractor will be responsible for any damage caused by snow and ice removal equipment, supplies and/or personnel.

3.3.14 Snow removal is to take place on holidays for areas that require 7 days a week maintenance.

3.3.15 Street Sweeping: The contractor shall be responsible for one time street and sidewalk sweeping of all maintained areas. This is to happen in the spring time and coordinated with the Manager, Facility Contracts.

3.3.16 Snow removal and ice mitigation items not under the scope of work:

- Removing or breaking down snow piles in designated areas.
- Plowing MoA maintained Streets
- Clearing Snow off roofs

3.4 EQUIPMENT, LABOR MATERIALS, AND SUPPLIES

The Contractor shall provide all labor, tools, material, supplies, supervision, equipment and other items or services necessary to perform the work as defined in this Scope of Work.

3.4.1 Markings: All equipment shall be marked with the contractor's name and/or logo so that it is easily identifiable.

3.4.2 Commercial Grade: Only commercial grade equipment shall be used on this contract. Plows shall be at least 800lbs. Commercial lawn mowers shall be used. Any exceptions will need approval by the MFC.

3.4.3 Strobes: All vehicles performing the work shall be equipped with and use strobes so that the vehicle is more noticeable in the dark, fog, and blowing snow; also to inform others that work is being done.

3.4.4 Responsibility: ARRC is not responsible for contractor's equipment, materials, supplies, belonging's etc. or that of its personnel.

3.4.5 Equipment: Equipment used by the Contractor shall be maintained to a safe and operational standard and meet any safety guidelines set out for that equipment. All equipment shall comply with government regulations.

3.4.6 Labor: The contractor shall supply all labor per contract to perform all work in the specified time allotted. The contractor shall insure that labor (contractor employees, sub contractors, etc.) meet standards set in the contract. Contractor shall train and supervise labor so that the work is done correctly.

3.4.7 Materials and Supplies: The contractor shall provide all supplies needed for this contract. All materials and supplies shall be of reasonable quality, the cost of these supplies shall be the responsibility of the Contractor. M.S.D.S sheets will be provided for all products used under this contract.

3.4.8 Right of Way: All contractor personnel, equipment and work performed shall not encroach on the Right of Way.

3.5 **QUALITY CONTROL**

The quality of the work performed is the responsibility of the PM and PS and will be overseen by the MFC

3.5.1 Quality Control: The Contractor shall establish a complete Quality Control (QC) Program to assure the requirements of the contract are provided as specified. The contractor shall have this QC program approved by the MFC at the start of the contract. The QC program shall include but not limited to Check Lists, Benchmarks, and Walkthroughs. The QC program shall be updated as needed.

3.5.2 Quality Assurance: ARRC will monitor the Contractor's performance under this contract using the Contractor's QC Program and reasonable industry standards. The MFC will conduct meetings and walkthroughs as needed to assure quality.

3.5.3 Performance Evaluation Meetings: The PM and MFC shall meet with the CO as often as necessary to resolve any concerns of problems. A mutual effort will be made to resolve the problems identified. The written minutes of these meetings will be signed by the PM and CO. Should the PM not concur with the minutes a written notification to the CO will be furnished stating the reasons of non-concurrence.

3.5.4 Minor Deficiencies: Minor deficiencies such as failures to fully weed or miss clearing a small amount of snow, etc. will be called to the attention of the PM. Such deficiencies shall be corrected during the next regular visit. The "PM" shall take corrective action to prevent reoccurrence.

3.5.5 Major Deficiencies: Major deficiencies such as failing to failure to mow and area, or miss mitigating ice in an area, etc. shall require prompt action. The Contractor will be notified by telephone by the ARRC. The Contractor, within one (1) hour of notification [four (4) hours during the summer], shall have service personnel on site to alleviate the deficiency. Should the Contractor fail to meet the one (1) hour time limit, ARRC may then take whatever action is necessary to correct the deficiency. ARRC's cost for performing said work shall be billed to the contractor or deducted from the Contractor's next payment in accordance with.

3.5.6 Continuing Deficiencies: If the contractor has minor and/or major deficiencies on a continuing basis, the MFC will notify the contractor of these concerns in writing. After three notifications, ARRC may remove the contractor from part or all of the contract or bring in other personnel to complete the work at the contractor's expense.

3.6 TRAINING

The Contractor shall establish a Training Program to assure new employees understand the requirements of the contract and the lay of the areas. The contractor shall have this training program approved by the MFC at the start of the contract. The training program shall include but not limited to safety and security briefings, orientation tours, supervision for the first week, building specific requirements, a meeting with the MFC and ARRC Security. All new employees on the contract will complete the training.

3.7 COMMUNICATION

3.7.1 Telephone Contact: The Contractor shall insure that they, the PM and PS be accessible, either through direct telephone or telephone answering device, seven (7) days per week, should the need arise for immediate contact by the "CO" or "MFC". Response by return telephone call shall be accomplished with thirty-minutes (30 minutes) after ARRC has placed its call.

3.7.2 Email: The Contractor shall be available by email for normal communication. Email is the preferred form of communication and emails shall be responded to within a reasonable time frame.

3.7.3 Reports: Any reports requested by the contract shall be sent to the MFC per time frame as noted on the contract without a request being needed.

4.0 Areas of Service

Contractor shall provide services under this Scope of Work for the following sites:

1. General Office Building (GOB): 327 W Ship Creek Ave.
2. Anchorage Historic Depot (AHD): 421 W 1st Ave.
3. C Street Sidewalk: West side of North C st.
4. Freight Shed (B-16) and South East Parking Lot: 161 E 1st Ave.
5. Police and Security Building (ARPD): 320 W 1st Ave.
6. Anchorage Operations Center (AOC): 825 Whitney Rd.
7. Signal and Telecom Building (S&T): 1224 Whitney Rd.
8. Ship Creek Plaza (PLZ): SE corner of Ship Creek Ave and North C St.
9. Ship Creek Parking Lots: South side of Ship Creek Ave. across from the Comfort Inn
10. Bill Sheffield Depot (BSD): 4980 W International Airport Rd.
11. 920 Whitney Road (Rental Building not shown on Map attached)
12. Depot Dr maintenance

4.1 SITE SPECIFIC TERMS

4.1.1 General Office Building Snow shall be cleared on the sidewalks when a **trace** falls. No ice melt or salt is to be used on the front steps, sand, or gravel only. Extra fertilizer is required at this site to help keep the grass uniform with the areas under the hanging baskets (the Muni adds fertilizer to the water they use for the hanging baskets).

4.1.2 Anchorage Historic Depot: This building is to be maintained seven (7) days a week. During the winter, the snow on the north side shall be maintained for egress only. Snow and ice must be

removed on stairs, and walk ways must be maintained for pedestrian use. Snow shall be cleared on the south sidewalk when a **trace** falls.

4.1.3 C Street Sidewalk area extends from the AHD through the bus stop on Ship Creek Ave in front of the GOB. Pedestrian signs are not removed for clearing snow.

4.1.4 Anchorage Operations Center: This building is to be maintained (7) days a week. Please note that there are always cars in this parking lot as these crews work all along the rail line.

4.1.5 Ship Creek Plaza: During the winter the contractor only needs to maintain a 6' wide walking path through the plaza as well as the side walks along the street.

4.1.6 Ship Creek Parking Lots are broken into two sections, east and west. During the winter the west section needs to be plowed and maintained for ice. The east section can be used for snow piles as long as piles do not exceed 8' in height. The east section will not be available for use around Fur Rondy time as they use this side of the lot.

4.1.7 Aramark Lawn is to be maintained summer only; there are no snow removal items needed in this area. Only the grass on the corner is to be maintained

4.1.8 Bill Sheffield Depot is to be maintained summer only; any snow removal items needed in this area will be on an on-call basis.

4.1.9 Depot Dr requires snow removal in the winter and lawn care in the summer.

5.0 Hours of Operation

5.1 SUMMER OPERATION SCHEDULE

Summer operation is considered from April through September and billed the same.

5.1.2 Spring and fall clean ups shall be coordinated with the MFC.

5.2 WINTER OPERATION SCHEDULE

Winter operation is considered from the first snow fall or ice mitigation needed in the fall through the last one needed in the spring. Billing is to be October through March.

5.2.1 The contractor shall monitor the area to be sure snow removal or ice mitigation is not needed as different parts of Anchorage get different amounts of snow.

5.2.2 Winter work shall be performed per contract to ensure safety for employees, tenant, guests, etc. that are in the area. It is expected that the contractor clear the AHD and GOB between 6 AM and 7 AM just after or during a snow fall to be sure the area is as clear as possible at 7 AM. All other areas may be cleared before that or shortly after if snow is still falling.

5.2.3 During daily snow falls it is expected that the contractor open up walkways at the GOB and AHD Shortly before Lunch at 12:00 and shortly before closing at 4:30. All other areas can wait till evening unless an exceptional amount of snow has fallen during the day.

5.3 ON-CALL:
The contractor shall maintain an on-call capability 24/7/365 in order to respond to emergencies or work as needed. The contractor shall be able to respond to a call out and be on site within one (1) hour

5.4 HOLIDAYS:
Work that falls on a holiday will only need to be completed for areas that have 7 day a week operation. Please note Scope of Work section 4

6.0 Facility Terms

6.1 SECURITY, LOST AND FOUND

6.1.1 Security: When services are provided outside normal business hours, doors and windows will be locked by Contractor's employees when finished. If security is enforced by means of an access register, employees shall sign the register. The Contractor shall report to the "MFC" any instance wherein the doors and windows were found unlocked or unsecured upon arrival of the Contractor's employees at the work area.

6.1.2 Lost and Found Items: It is the responsibility of the Contractor to ensure that all obvious articles of a personal nature or of monetary value found on floors, in hallways, on window sills, on restroom counters, etc. be reported to and relinquish to ARRC Security Office the following normal working day.

6.1.4 Personnel Roster: An updated personnel roster shall be sent to the MFC on a quarterly basis or as new employees are added to the contract. Contractor shall notify the ARRC of any personnel changes when an employee leaves the ARRC assignment.

6.1.7 Clothing: All contractor employees are required to wear identifiable distinctive clothing which must bear the Contractor's company name, and not get in the way of the work.

6.1.8 Background Checks: All contractor employees are to have an Alaska state background check completed before they begin work in ARRC buildings or issued a badge. ARRC holds the right to dismiss any contractor employee for misconduct.

6.1.9 Vehicles: Contractor vehicles must obtain a parking pass to park on ARRC property and may only park in authorized areas while performing ARRC work. All contractor vehicles are subject to search by ARRC Police.

6.1.10 Restricted Areas: Contractors are not to enter restricted areas unless escorted by ARRC personnel.

6.2 FACILITIES

6.2.1 Contractor Liability: The Contractor shall be liable for any damage or loss to ARRC property resulting from any act of omission or commission on the part of the Contractor or its agents while on ARRC property. The basis for evaluation of such damage or loss shall be the cost of repairing such damage or replacing any item that, in the opinion of the CO, is irreparable. In the event of negligence or failure on the part of the Contractor to promptly make such repairs or replace such damaged items, ARRC at its option, may do so and deduct the cost of such repairs and/or replacements from any amount due or to become due under the contract. The Contractor shall not, however, be liable for loss or destruction of, or damage to ARRC property if such loss, destruction or damage is due to causes beyond the control and without the fault or negligence of the Contractor or its agents.

6.2 Snow Removal: It is Contractor's responsibility to clear snow from door swings and entrances that they need to access when the removal has not already been done. All other snow and ice removal shall be on a case-by-case basis and coordinated by the MFC.

6.2.1 ARRC Furnished Property and Services: ARRC shall furnish, without cost to the Contractor, designated storage spaces, and a reasonable amount of utilities from existing sources. The storage spaces and utilities are to be used only in connection with the performance of this contract.

6.2.2 Utility Conservation: The Contractor shall be directly responsible for instructing employees regarding utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities; this includes but shall not necessarily be limited to:

- Lights shall be used only in areas where and at the time when work is actually being performed;
- Building mechanical equipment controls for heating, ventilation, and air conditioning systems will not be adjusted by the Contractor's employees;
- Water faucets or valves shall be turned off after required usage, and;
- ARRC telephones shall not be used for personal reasons not for any toll or long-distance calls by the Contractor or the Contractor's employees.

6.2.3. Storage and equipment: The Contractor shall maintain such utility and storage areas to a clean and organized standard. These storage areas may be used by ARRC personnel or other contractors and are subject to ARRC inspection.

6.2.4 The Contractor will not make any alterations to the spaces unless there is with written permission by the Contracting Officer.

6.2.5 The Contractor shall vacate prior to termination or completion date of this contract such building space and restore the premises to the condition in which received, at its own expense, fair wear and tear excepted.

6.2.6 Contract Adjustment: ARRC may at anytime adjust the contract with a 30-day notice to the contractor. Any additional costs to the contractor due to these changes may be noted to ARRC. ARRC may also cancel part or all of this contract with 30 day written notice and shall not be responsible for undue costs.

6.2.7 Responsibility: ARRC assumes no responsibility for Contractor supplies, equipment, or personal belongings on ARRC property.

6.3.1 PENALTIES

Penalties will be charged for omission of work and/or continual inadequacies. Please note Scope of Work section 3.5

6.4 SAFETY

6.4.1 Non-contractor personnel will not be allowed to accompany Contractor's employees during the performance of work periods, unless previous approval from the ARRC "CO" or "MFC" has been granted.

6.4.2 On-site: Contractor personnel are only allowed on site while performing work during set hours

6.4.3 Distractions: Contractor personnel may not use items that create a safety distraction such as earphones, cell phones, radios, etc.

6.4.4 PPE: Hard Hats, safety glasses are required to be worn while in shop areas. All PPE noted on chemicals and materials will be used when cleaning. Reflective vests shall be worn by contractor when working outside.

6.4.5 Standards: The contractor will use normal safety standards of the industry when performing work such as using caution signs, wearing appropriate clothing, using PPE, lifting properly, etc.

6.4.6 Right of Way: No contractor equipment or personnel are to be in the right of way which is within 10' of the track or otherwise noted.

**APPENDIX C
CONTRACTOR RESPONSIBILITY QUESTIONNAIRE**

PART I - INSTRUCTIONS

1. All Bidders/Proposers submitting a Bid/Proposal for federally funded contracts are to complete and submit all Parts of this Questionnaire with their Bid or Proposal. Failure to complete and return this questionnaire, any false statements, or failure to answer question when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. All information must be legible.
2. Please state "not applicable" in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question.
3. The completed Questionnaire must be sworn to by a partner (if partnership), a duly authorized officer or individual (if a corporation or LLC), or a principal (if a sole proprietorship).
4. The term "Proposer" includes the term "Bidder" and also refers to the firm awarded the Contract. The term "Proposal" includes the term "Bid".
5. ARRC reserves the right to inquire further with respect to Proposer's responses; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by ARRC. Any response to this document prior or subsequent to Proposer's Proposal which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the contract if it is awarded to Proposer.

PART II - IDENTITY OF PROPOSER

1. Proposer's Full Legal Name: _____
2. The Proposer represents that it operates as the following form of legal entity: (Check whichever applies and fill in any appropriate blanks.)
 - an individual or sole proprietorship
 - a general partnership
 - a limited partnership
 - a joint venture consisting of: _____
and _____
(List all joint ventures on a separate sheet if this space is inadequate.)
 - a non-profit organization
 - a corporation organized or incorporated under the laws of the following state or country:
_____ on the following date:

 - a limited liability company organized under the laws of the following state or country:
_____ on the following date:

3. Proposer's federal taxpayer identification number: _____

4. Proposer's Alaska business license number: _____

5. Proposer's contractor's license number (for construction only): _____

6. Proposer's legal address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

7. Proposer's local or authorized point of contract address:

Name: _____ Title: _____

Address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

8. How long has the Proposer been in business? _____

9. Has Proposer been in business under another name? If so, identify name and dates used.

10. Does your firm consider itself to be an MBE, WBE or DBE?

YES NO

If answer is "YES," attach a copy of certification.

11. Number of employees: _____ including _____ employees in the State of Alaska.

PART III - CONTRACTING HISTORY

1. Has the Proposer been awarded any contracts within the last five years by ARRC, the State of Alaska, or any other public entity for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No". If yes, on a separate sheet of paper describe those contracts beginning with the most recent. State the name of the contracting entity; give a brief description of the contract and the contract number, the dollar amount at award and at completion, date completed; state the contract period, the status of the contract, and the name, address, and telephone number of a contact person at the agency. Indicate if award was made to Proposer as prime contractor or joint venture. Proposer need not provide more than three such descriptions.

YES NO

2. Has the Proposer been awarded any private sector contracts within the last five years for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No." If yes, on a separate sheet of paper provide the name and address of the contracting entity, a brief description of work, the dollar amount at award and at completion, date completed, status of the contract and name, address and telephone number of contact person as to each, beginning with the most recent. Indicate if Proposer acted as prime contractor or joint venture. Proposers need not provide more than three such descriptions.

YES NO

NOTE: ANY "YES" ANSWERS TO #3 BELOW MUST BE FULLY EXPLAINED ON A SEPARATE SHEET OF PAPER AND ATTACHED TO THIS QUESTIONNAIRE.

3. In the past five years has the Proposer been the subject of any of the following actions?

A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?
YES NO

B. Failed to complete a contract for a public or private entity?
YES NO

C. Been denied a low-bid contract in spite of being the low bidder?
YES NO

D. Had a contract terminated for any reason, including default?
YES NO

E. Had liquidated damages assessed against it during or after completion of a contract?
YES NO

F. Been a defaulter, as principal, surety or otherwise?
YES NO

G. Been denied an award of a public contract based upon a finding by a public agency that your company was not a responsible contractor?
YES NO

H. A public entity requested or required enforcement of any of its rights under a surety agreement on the basis of your company's default or in lieu of declaring your company in default?
YES NO

I. Been denied a performance or payment bond by a surety company?
YES NO

J. Been required to pay back wages and/or penalties for failure to comply with state or federal prevailing wage or overtime laws?
YES NO

4. Does Proposer currently possess the financial, organizational, technical, equipment, facilities, and other resources necessary to supply the goods or services sought by this solicitation? If no, on a separate sheet of paper describe how you intend to obtain the resources necessary to supply the goods or services sought by this solicitation.
YES NO

5. Does Proposer have any present or anticipated commitments and/or contractual obligations

that might impact its ability to meet the required delivery or performance requirements of this solicitation? If yes, on a separate sheet of paper describe any apparent conflicts as between the requirements/commitments for this solicitation with respect to the use of Proposer's resources, such as management, technical expertise, financing, facilities, equipment, etc.

YES NO

PART IV-CIVIL ACTIONS

If "Yes" to Parts IV or V, provide details on a separate sheet of paper including a brief summary of cause(s) of action; indicate if Proposer, its principals, officers or partners were plaintiffs or defendants; define charges explicitly, by what authority, court or jurisdiction, etc. In the case of tax liens, please indicate whether the liens were resolved with the tax authorities. Please submit proof of payment or agreements to pay the liens. Complete details are required!

1. Violations Of Civil Law. In the past five years has Proposer, any of its principals, officers or partners been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?

YES NO

2. Lawsuits With Public Agencies. At the present time is, or during the past five years has Proposer, any of its principals, officers or partners been a plaintiff or defendant in any lawsuit or arbitration regarding services or goods provided to a public agency?

YES NO

3. Bankruptcy. During the past five years, has the Proposer filed for bankruptcy or reorganization under the bankruptcy laws?

YES NO

4. Judgments, Liens And Claims. During the past five years, has the Proposer been the subject of a judgment, lien or claim of \$25,000 or more by a subcontractor or supplier?

YES NO

5. Tax Liens. During the past five years, has the Proposer been the subject of a tax lien by federal, state or any other tax authority?

YES NO

PART V-COMPLIANCE WITH LAWS AND OTHER REGULATIONS

1. Criminal: In the past five years has the Proposer, any of its principals, officers, or partners been convicted or currently charged with any of the following:

A. Fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement or transaction?

YES NO

B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?

YES NO

C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?

YES NO

D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?

YES NO

E. Non-compliance with the prevailing wage requirements of the State of Alaska or similar laws of any other state?

YES NO

F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?

YES NO

G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?

YES NO

H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?

YES NO

I. Do any principals, officers or partners in Proposer's company have any felony charges pending against them that were filed either before, during, or after their employment with the Proposer?

YES NO

2. Regulatory Compliance. In the past five years, has Proposer or any of its principals, officers or partners:

A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay correct wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?

YES NO

B. Been cited and assessed penalties for an OSHA or Alaska/OSHA "serious violation"?

YES NO

C. Been cited for a violation of federal, state or local environmental laws or regulations?

YES NO

D. Failed to comply with Alaska corporate registration, federal, state or local licensing requirements?

YES NO

E. Had its corporate status, business entity's license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of Alaska?

YES NO

PART VI-FINANCIAL

Copies of the following documents are to be submitted with this Questionnaire:

1. Proposer's current Alaska Business License, if required by state law.
2. Proposer's Financial Statements may be requested:

A. PUBLICLY TRADED COMPANIES: Financial information will be accessed on-line. However, if additional information is needed, it will be specifically requested from the Proposer.

B. NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years may be requested.

NOTE: ARRC reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Proposer will provide to ARRC if awarded a contract. All financial information provided is considered confidential and not subject to public disclosure under Alaska law.

PART VII -VERIFICATION AND ACKNOWLEDGMENT

The undersigned recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing ARRC to award a contract, or to allow Proposer to participate in ARRC projects as contractor, subcontractor, vendor, supplier, or consultant. The undersigned has read and understands the instructions for completing this Questionnaire.

STATE OF _____

COUNTY OF _____

I, (printed name) _____, being first duly sworn, state that I am the (title) _____ of Proposer. I certify that I have read and understood the questions contained in the attached Questionnaire, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this Questionnaire is complete, current, and true. I further acknowledge that any false, deceptive, or fraudulent statements on the Questionnaire will result in denial or termination of a contract.

I authorize ARRC to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the Questionnaire or to develop other information deemed relevant by ARRC.

Signature of Certifying Individual

Date

Subscribed and sworn to before me this _____ day of _____, 20____

Signature of Notary
Notary Public in and for the State of _____
My Commission Expires: _____

NOTICE TO PROPOSERS

A material false statement, omission or fraudulent inducement made in connection with this Questionnaire is sufficient cause for denial of a contract award or revocation of a prior contract award, thereby precluding the Proposer from doing business with, or performing work for ARRC, either as a vendor, prime contractor, subcontractor, consultant or subconsultant for a period of five years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges under applicable state and/or federal law.

APPENDIX D

QUALITY CONTROL PROGRAMS, CONSERVATION PROGRAM, & SECURITY

PLEASE ATTACH/INSERT YOUR QUALITY CONTROL PROGRAM WITH YOUR BID RESPONSE HERE.

APPENDIX F

**ALASKA RAILROAD CORPORATION
SERVICE BID FORM of**

NAME _____
ADDRESS _____

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with your Invitation for Bids No. _____, dated _____, the Undersigned proposes to furnish and deliver all the services and perform all the work required in said Invitation according to the specifications and requirements contained therein and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Bid.

The Undersigned hereby agrees to execute said contract and bonds, if any, within **Ten (10) Calendar Days**, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee, if any, shall be forfeited to the Alaska Railroad Corporation as liquidated damages, and said Contracting Officer may proceed to award the contract to others.

The Undersigned agrees to commence performance within **Ten (10) Calendar Days** after the effective date of the Notice to Proceed and to complete performance by _____, unless extended in writing by the Contracting Officer.

The Undersigned acknowledges receipt of the following addenda to the requirements and/or specifications for this Invitation for Bids (give number and date of each).

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

NON-COLLUSION AFFIDAVIT

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association, or corporation of which he/she is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid.

The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by affixing his/her signature below:

Name and Title of Person Signing

Signature

Telephone Number

Facsimile Number

APPENDIX G

GENERAL TERMS AND CONDITIONS (General Service Contracts) (Revised 4/29/08)

The following terms and conditions supersede the terms and conditions on the reverse side of ARRC's purchase order to the extent that they are inconsistent therewith and shall be deemed to have the same force and effect as though expressly stated in any such purchase order into which this document is incorporated.

1. Definitions.

"ARRC" shall mean the Alaska Railroad Corporation.

"Contractor" shall mean the person or entity entering into the contract to perform the work or services specified therein for ARRC.

"Contract" shall mean these General Terms and Conditions, the contract form to which they are annexed, and all other terms, conditions, schedules, appendices or other documents attached to the contract form or incorporated by reference therein.

"Services" shall mean any work, labor, time, effort or other services furnished by Contractor to ARRC under the contract.

2. Inspection and Reports. ARRC may inspect all of the Contractor's facilities and activities under this contract in accordance with the provisions of ARRC Procurement Rule 1600.9. The Contractor shall make progress and other reports in the manner and at the times ARRC reasonably requires.

3. Claims. Any claim by Contractor for additional compensation or equitable adjustment arising under this contract which is not disposed of by mutual agreement must be made by Contractor in accordance with the time limits and procedures specified in sections 1800.12 et seq. of ARRC's Procurement Rules, which by this reference are hereby incorporated herein.

4. Nondiscrimination.

4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental handicap, sex, marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the positions do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. To the extent required by law, the Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, physical or mental handicap, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Contractor shall cooperate fully with ARRC efforts which seek to deal with the problem of unlawful discrimination, and with all other ARRC efforts to guarantee fair employment

practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.3 Full cooperation in Paragraph 4.2 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.4 Failure to perform under this section constitutes a material breach of the contract.

5. Cancellation/Termination.

5.1 ARRC may, for its sole convenience, cancel this contract in whole or in part, at any time by giving 30 day written notice of its intention to do so. In the event of such cancellation, Contractor shall be entitled to receive payment in accordance with the payment provisions of this contract for services rendered or charges incurred prior to the effective date of termination. Contractor shall not be paid for any work done after receipt of a notice of cancellation or for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. In no event shall ARRC be liable for unabsorbed overhead or anticipatory profit on unperformed services.

5.2 In addition to ARRC's right to cancel this contract for its convenience, ARRC may, by written notice of default to Contractor, terminate the contract in whole or in part in the following circumstances:

(1) The Contractor refuses or fails to perform its obligations under the contract, or fails to make progress so as to significantly endanger timely completion or performance of the contract in accordance with its terms, and Contractor does not cure such default within a period of ten (10) days after receipt of written notice of default from ARRC or within such additional cure period as ARRC may authorize; or

(2) Reasonable grounds for insecurity arise with respect to Contractor's expected performance and Contractor fails to furnish adequate assurance of due performance (including assurance of performance in accordance with the time requirements of the contract) within ten (10) days after receipt of a written request by ARRC for adequate assurance; or

(3) Contractor becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings.

5.3 Upon receipt of a notice of cancellation or termination, Contractor shall immediately discontinue all service and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise and deliver immediately to ARRC all reports, plans, drawings, specifications, data, summaries or other material and information, whether completed or in process, accumulated by Contractor in performance of the contract. In the event of termination for default, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the amount to be paid on this contract exceeds the expense of finishing the work,

compensation for additional managerial and administrative services and such other costs and damages as ARRC may suffer as a result of Contractor's default, such excess shall be paid to Contractor. If such expense, compensation, costs and damages shall exceed such unpaid balance, Contractor shall be liable for and shall pay the differences to ARRC. The rights and remedies of ARRC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. No Assignment or Delegation. The Contractor may not assign, subcontract or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the prior written consent of ARRC. The hiring or use of outside services, subcontractors or consultants in connection with the work shall not be permitted without the prior written approval of ARRC. No such approval shall relieve Contractor from any of its obligations or liabilities under this contract.

7. Independent Contractor. The Contractor's relationship to ARRC in performing this contract is that of an independent contractor and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action. The personnel performing services under this contract shall at all times be under Contractor's exclusive direction and control and shall be employees of the Contractor, and not of ARRC.

8. Payment of Taxes. As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by ARRC under this contract.

9. Governing Law. This contract, and all questions concerning the capacity of the parties, execution, validity (or invalidity) and performance of this contract, shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alaska.

10. Alaska Executive Branch Ethics Act Requirements. No officer or employee of the State of Alaska or of the ARRC and no director of the ARRC or legislator of the state shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could be a violation of Alaska Statute 39.52 et seq. Contractor shall not make or receive any payments, gifts, favors, entertainment, trips, secret commissions, or hidden gratuities for the purpose of securing preferential treatment or action from or to any party. This obligation will apply to the activities of Contractor's employees and agents in their relations with ARRC employees, their families, vendors, subcontractors, and third parties arising from this contract and in accomplishing work hereunder. Certain gratuities may be given or accepted if:

- (1) there is no violation of any law or generally accepted ethical standards;
- (2) the gratuity is given as a courtesy for a courtesy received and does not result in any preferential treatment or action;
- (3) the gratuity is of limited value (less than \$150) and could not be construed as a bribe, payoff or deal; and
- (4) public disclosure would not embarrass ARRC.

ARRC may cancel this contract without penalty or obligation in the event Contractor or its employees violate the provisions of this section.

11. Non-Disclosure of Confidential Information. Contractor acknowledges and agrees that for and during the entire term of this contract, any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor pursuant to the performance of this contract shall be considered and kept as the private, confidential and privileged records of ARRC and will not be divulged to any person, firm, corporation, regulatory agency or any other entity except upon the prior written consent of ARRC. Furthermore, upon termination of this contract, Contractor agrees that it will continue to treat as private, privileged and confidential any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor during the term of the contract and will not release any such information to any person, firm, corporation, regulatory agency or any other entity, either by statement, deposition or as a witness except upon the express written authority of ARRC. ARRC shall be entitled to an injunction by any competent court to enjoin and restrain the unauthorized disclosure of such information.

Contractor's agreement of non-disclosure as specified in this section applies except to the extent required for (1) performance of services under this contract; (2) compliance with standards of conduct for preservation of the public safety, health, and welfare (so long as Contractor has given ARRC prior notice of the potential hazard and ARRC has had a reasonable opportunity to correct the hazard prior to disclosure); (3) compliance with a court order or subpoena directed against Contractor (so long as Contractor has given ARRC prior notice of such and ARRC has had an opportunity to contest the same in a court of law); or (4) Contractor's defense against claims arising from performance of services under this contract.

12. Covenant Against Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any person, company, individual, or firm any commission, gift, percentage, fee, contingent upon or resulting from the award or making of this contract. For the breach or violation of this warranty, ARRC may terminate this contract without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of the commission, percentage, gift, or fee.

13. Standard of Performance. Contractor shall perform its services with care, skill and diligence in accordance with normally accepted industry standards and shall be responsible for the quality, accuracy, and completeness all services furnished under this Contract. Contractor shall comply with all applicable federal, state and local laws and ordinances, codes, and regulations in performing its services. If any failure to meet the foregoing standard of performance appears within one (1) year after the services are accepted by ARRC, Contractor shall, at a minimum, reperform the work at no cost to ARRC and shall reimburse ARRC for any additional costs that may be incurred by ARRC or any of its contractors or subcontractors as a result of such substandard work. If Contractor should fail to reperform the work, or if ARRC determines that Contractor will be unable to correct substandard services before the time specified for completion of the project, if any, ARRC may correct such unsatisfactory work itself or by the use of third parties and charge Contractor for the costs thereof. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

14. Warranty. In the event Contractor supplies equipment, goods, materials or other supplies in addition to services under this contract, Contractor warrants that said items: (a) shall be of good quality and free from all defects and deficiencies in workmanship, material and design; (b) shall be fit, suitable and operate successfully for their intended purpose; (c) shall be new; (d) shall be free from all liens, claims, demands, encumbrances and other defects in title; and (e) shall conform to the specifications, if any, stated in the contract. Contractor shall honor all guarantees and warranties offered by the

manufacturer of the equipment, goods, materials or other supplies provided under this contract. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

15. Indemnification. Contractor shall defend, indemnify and hold ARRC harmless from and against all claims and actions asserted by a third party (or parties) and related damages, losses and expenses, including attorney's fees, arising out of or resulting from the services performed or neglected to be performed by Contractor or anyone acting under its direction or control or in its behalf in the course of its performance under this contract and caused by any error, omission or negligent act, provided that Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the independent negligence of ARRC. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of ARRC, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than ARRC's selection, administration, monitoring, or controlling contractor and in approving or accepting Contractor's work.

16. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, ARRC shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the ARRC contracting officer prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

16.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, worker's compensation insurance as required by applicable law. The Contractor shall be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. and Jones Acts) must also be included.

16.2 Comprehensive (Commercial) General Liability Insurance: Covering all errors, omissions or negligent acts of the Contractor, its subcontractor(s) or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to ARRC. Said policy shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements and shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees. Combined single limits required are per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$100,000	\$ 500,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$1,000,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$2,000,000 per Occurrence/Annual Aggregate
Over \$1,000,000	Negotiable-Refer to Risk Management

16.3 Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles

with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

17. ARRC's Rights Not Waived by Payment. No payment made by ARRC shall be considered as acceptance of satisfactory performance of Contractor's obligations under this contract. Nor shall any payment be construed as acceptance of substandard or defective work or as relieving Contractor from its full responsibility under the contract.

18. Nonwaiver. A party's failure or delay to insist upon strict performance of any of the provisions of this contract, to exercise any rights or remedies provided by this contract or by law, or to notify the other party of any breach of or default under this contract shall not release or relieve the breaching or defaulting party from any of its obligations or warranties under this contract and shall not be deemed a waiver of any right to insist upon strict performance of this contract or any of the rights or remedies as to any subject matter contained herein; nor shall any purported oral modification or rescission of this contract operate as a waiver of any of the provisions of this contract. The rights and remedies set forth in any provision of this Agreement are in addition to any other rights or remedies afforded the nonbreaching or nondefaulting party by any other provisions of this contract, or by law.

19. Savings Clause. If any one or more of the provisions contained in this contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. Headings. The headings of sections and paragraphs of this contract are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

21. Forum Selection. The parties shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of the contract, to recover damages for breach or default under the contract, or otherwise arising under or by reason of the contract, other than in the courts of the State of Alaska for the Third Judicial District at Anchorage. The parties hereby irrevocably consent to the jurisdiction of said courts.

22. Conflict of Interest. Contractor shall act to prevent any actions or conditions which could result in a conflict with ARRC's best interests. This obligation shall apply to the activities of Contractor's employees and agents in their relationships with ARRC's employees, their families, vendors, subcontractors and third parties accomplishing work under this contract.

23. Publicity. Contractor shall not release any information for publication or advertising purposes relative to this contract or to the material, equipment and/or services furnished under this contract without the prior written consent of the ARRC.

24. Audit. ARRC has the right to audit at reasonable times the accounts and books of the Contractor in accordance with the provisions of ARRC Procurement Rule 1600.10.

25. Internal Controls and Record Keeping. Contractor shall keep full and accurate records and accounts of all of its activities in connection with this contract, including, without limitation, reasonable substantiation of all expenses incurred and all property acquired hereunder.

26. Force Majeure. Neither ARRC nor Contractor shall be responsible for failure to perform the terms of this contract when performance is prevented by force majeure, provided that: (1) notice and

reasonably detailed particulars are given to the other party and (2) the cause of such failure or omission is remedied so far as possible with reasonable dispatch. The term "force majeure" shall mean acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or other causes whatsoever, whether similar or dissimilar to the causes herein enumerated, which is not within the reasonable control of either party and which through the exercise of due diligence, a party is unable to foresee or overcome. In no event shall force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.

27. Permits and Licenses. The Contractor shall, at its own expense, obtain all necessary permits, licenses, certifications and any other similar authorizations required or which may become required by the government of the United States or any state or by any political subdivision of the United States or of any state except where laws, rules or regulations expressly require the ARRC to obtain the same.

28. Environmental Protection. When performing all obligations under the contract, Contractor shall comply with all specific instructions of ARRC with regard to environmental concerns, regardless of whether such instructions are based upon specific law, regulation or order of any governmental authority.

29. Set Off. If ARRC has any claim against the Contractor related or unrelated to this contract, it may set off the amount of such claim against any amount due or becoming due under this contract.

30. Observance of Rules. The Contractor's personnel performing work or services hereunder on ARRC's premises shall observe all fire prevention, security, and safety rules in force at the site of the work. ARRC may, in writing, require the Contractor to remove from the work site any employee ARRC deems to be incompetent, careless, or otherwise detrimental to the progress of the work, but ARRC shall have no duty to exercise this right.

31. No Third-Party Beneficiary Rights. No provision of this contract shall in any way inure to the benefit of any third parties (including the public at large) so as to constitute any such person a third-party beneficiary of the contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

32. Entire Agreement. This contract represents the entire and integrated agreement between ARRC and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by a written instrument signed by both ARRC and the Contractor.

33. Key Personnel Changes. Contractor shall secure prior written approval from ARRC for any changes of key personnel assigned to perform services under this contract. ARRC reserves the right to reject any of Contractor's employees whose qualifications and/or experience in ARRC's good faith and reasonable judgment do not meet the standards necessary for the performance of the services required under this contract.

APPENDIX H

COST SCHEDULE

A bidder's failure to provide the information requested in this APPENDIX will be cause for rejection of the bid on the basis of non-responsiveness. Contractor hereby offers to perform the work in strict compliance with the Bid documents for the following prices:

AWARD CRITERIA:

An award of a contract will be made to the low, responsive, responsible bidder in the aggregate. It is the intent of the ARRC to make one award to one Contractor to perform all of the services required in this bid.

<u>DESCRIPTION</u>	<u>COST PER SUMMER MONTH</u> <u>(6months May - Oct)</u>
General Office Building (GOB)	\$
Anchorage Historic Depot (AHD)	\$
C Street Sidewalk	\$
Freight Shed (B-16) (B-16)	\$
Police and Security Building (ARPD)	\$
Anchorage Operations Center (AOC)	\$
Signal and Telecom Building (S&T)	\$
Ship Creek Plaza (PLZ)	\$
Ship Creek Parking Lots	\$
Aramark Lawn	\$
Bill Sheffield Depot (BSD)	\$
Depot Drive	\$

<u>DESCRIPTION</u>	<u>COST PER WINTER MONTH</u> <u>(6 months Nov - April)</u>
General Office Building (GOB)	\$
Anchorage Historic Depot (AHD)	\$
C Street Sidewalk	\$
Freight Shed (B-16) (B-16)	\$
Police and Security Building (ARPD)	\$
Anchorage Operations Center (AOC)	\$
Signal and Telecom Building (S&T)	\$
Ship Creek Plaza (PLZ)	\$
Ship Creek Parking Lots	\$
Aramark Lawn	\$
920 Whitney Road (Rental Building)	\$
Depot Drive	\$

YEARLY LUMP SUM TOTAL: \$ _____
(6 summer months plus 6 winter months)

Call out rate for Summer Months \$ _____

Call out rate for Winter Months \$ _____

NON-COLLUSION AFFIDAVIT: The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association, or corporation of which he/she is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid.

The Undersigned has read the foregoing ITB and hereby agrees to the conditions stated therein by affixing his/her signature below:

BIDDERS NAME AND ADDRESS

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

MAILING ADDRESS

PRINTED NAME OF ABOVE BIDDER

CITY, STATE & ZIP CODE

DATE OF BID

CONTACT PHONE NUMBER

CONTACT E-MAIL ADDRESS